

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1987 Nr. 12

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Arabische
Republiek Jemen inzake technische samenwerking;
's-Gravenhage, 3 oktober 1978*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1978, 182.

C. VERTALING

Zie *Trb.* 1978, 182.

D. PARLEMENT

Zie *Trb.* 1981, 186.

G. INWERKINGTREDING

Zie *Trb.* 1981, 186.

J. GEGEVENS

Zie *Trb.* 1981, 237, *Trb.* 1982, 56, *Trb.* 1983, 15, *Trb.* 1984, 20 en 103
en *Trb.* 1986, 4.

De onderhavige Overeenkomst is in overeenstemming met artikel 102 van het Handvest der Verenigde Naties op 13 maart 1982 geregistreerd bij het Secretariaat der Verenigde Naties onder nr. 20951.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 25 januari 1986 te Sana'a tussen de bevoegde autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende de organisatie van de vuilophaaldienst in Taiz en de omliggende steden. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as the "Netherlands Party", represented in this matter by Mr. J. J. de Roos, Chargé d'Affaires of the Kingdom of the Netherlands in the Yemen Arab Republic,

and

His Excellency, the Minister of Municipalities and Housing of the Yemen Arab Republic, being the Competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as the "Yemen Party",

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Yemen Arab Republic, signed at The Hague on 3 October 1978, hereinafter referred to as the "Agreement",

Having decided to cooperate in the "Solid Waste Disposal Taiz City and District Capitals" project,

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project entitled "Solid Waste Disposal Taiz City and District Capitals", hereinafter referred to as the "Project", as described in the project document "Health Improvement and Waste Disposal Programme Governorate Taiz, Yemen Arab Republic".

2. The aim of the Project is improvement of the sanitary conditions and health in Taiz and surrounding cities.

3. The aforesaid cooperation between the two Parties is planned to last 1 year.

Article II

The Contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:

- to finance the delivery of 4 compactor trucks, 250 containers and 1 mobile workshop
- to provide the necessary expatriate expert as further specified in the project document.

2. The value of the contribution by the Netherlands Party shall not exceed the amount of Dfl. 2.000.000,-.

Article III

The Contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:
 - to bear all recurrent costs
 - to provide counterparts to the expatriate experts
 - to provide the equipment as further specified in the project document.
2. The value of the Yemen contribution is estimated at YR 6.600.000,-.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned, by the Netherlands Technical Manager.
2. The Yemen Party shall appoint the Ministry of Municipalities and Housing as the Executive Authority in charge of the implementation of the Project.

Article V

The Project Management

1. The Project Management, consisting of the Technical Manager mentioned in Article IV, Paragraph 1 of this Arrangement, and the Manager appointed by the Yemen Executive Authority, shall be jointly responsible to the Yemen Executive Authority for the implementation of the Project.
2. The Technical Manager shall be responsible to the Netherlands Executive Authority for the implementations of the Netherlands contribution.
3. The Yemen Executive Authority shall provide the Project management with any information that may be considered necessary for the efficient execution of operations within the framework of the Project.

4. The Project management will be responsible for the day-to-day conduct of business agreed¹⁾ policy lines:

In particular:

– money generated by the Project will be retained within the Project and day-to-day expenditures will be under control of members of executive management within the authorized limits assigned to them;

– recruitment, salary scales and disciplinary action for personnel.

The accounts of the Project will be kept in a proper manner and will be subject to annual inspection by independent auditors.

Article VI

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate on its own responsibility the duties in connection with the Project partly or entirely to other authorities or organizations. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by common consent a Plan of Operations, stating in detail the contribution of either Party, the number and duties of the personnel, their job descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available.

The Plan of Operations shall include an Operations Priority Scheme, a time table and lists of equipment and materials to be supplied by either Party as well as an itemized budget of the contribution of the Netherlands Party.

2. The Plan of Operations shall form an integral part of this Administrative Arrangement.

3. The Plan of Operations may be amended by common consent between the Executive Authorities.

Article VIII

Personnel

The personnel made available by the Netherlands Party shall enjoy

1) Lees: along agreed.

the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the equipment and materials provided by the Netherlands Party.

2. All equipment provided by the Netherlands Party for the Project shall become the property of the Yemen Party upon termination of the Project.

Article X

Reporting

The Technical Manager shall submit to both Executive Authorities a quarterly report in the English language on the progress made in the execution of the Project. On termination of the Project the Technical Manager shall submit to all Parties involved a final report in the English language on all aspects of the work done in connection with the Project.

Article XI

Settlement of Disputes

Any dispute concerning the interpretation or implementation of the Administrative Arrangement which cannot be settled by consultations between the two Parties, shall be referred to the respective Governments.

Article XII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retro-active effect on 01.08.1985 on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 3 of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this

Arrangement and of the Plan of Operations whichever date is the later.

DONE at January 25, 1986 in two originals in the English language.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS

25-1-1986

The Minister of Municipalities and Housing of the Yemen Arab Republic:

(sd.) AHMED MUHAMMED LUQMAN

Het administratief akkoord is op 25 januari 1986 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1985.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 25 januari 1986 te Sana'a tussen de bevoegde autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende het beheer van gemeentelijke slachthuizen en vleesmarkten, phase III. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as the "Netherlands Party", represented in this matter by Mr. J. J. de Roos, Charge d'Affaires a.i. of the Kingdom of the Netherlands in the Yemen Arab Republic,

and

His Excellency, the Minister of Municipalities and Housing of the Yemen Arab Republic, being the Competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as the "Yemen Party",

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Yemen Arab Republic, signed at The Hague on 3 October 1978, hereinafter referred to as the "Agreement",

Having successfully cooperated in the "Management of municipal slaughterhouses and meatmarkets Project", phases I and II,

Having decided to extend their cooperation in the "Management of municipal and meatmarkets Project" and therefore starting now phase III

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, entitled "Management of municipal slaughterhouses and meatmarkets, phase III", hereinafter referred to as the "Project", as described in the project proposal "Management of municipal slaughterhouses and meatmarkets in the Arab Yemen Republic, phase III" of May 1985.

2. The aims of the Project are to improve the hygiene and sanitary conditions under which animals are slaughtered and meat is marketed beginning in the three towns of Sana'a, Taiz and Hodeidah and extending alter to other towns and to increase export earnings by improving the quality of hides and skins.

3. These aims shall be achieved by;

– establishing an effective institution for managing the slaughterhouses, meatmarkets, meat distribution and possibly the municipal livestock markets as well under the aegis of the Ministry of Municipalities and Housing:

- managing the start of operations on a commercial basis;
- training and handing over of responsibility to the Yemeni management and key staff;
- improving methods, techniques and hygiene standards in the slaughtering and butchering process.

4. The aforesaid cooperation between the two Parties is planned to last one year and four months.

Article II

The Contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:

- to deliver and install the following items:
- water treatment plant at Taiz slaughterhouse
- additional equipment at Taiz, Hodeidah and Sana'a
- rehabilitation and completion of meatmarkets
- dry-rendering plant
- costs of (an) educational television film(s)
- to continue management and other technical assistance;
- extension of the management team of phase II
- design and supervision Taiz and Sana'a water treatment
- design, supervision and management for dry-rendering plant
- management assistance for Dhamar slaughterhouse
- training of Yemeni counterparts both on the job as well as abroad.

2. The value of the contribution by the Netherlands Party shall not exceed the amount of Dfl. 7.375.000,- including the balance from phase II.

Article III

The Contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:
 - to establish an autonomous corporation for operating the slaughterhouses;
 - to use surplus funds generated by the slaughterhouses in operation for expansion in slaughterhouse activities in other towns;
 - to pursue an active policy to reduce slaughtering outside the slaughterhouse in places where a slaughterhouse exists;
 - to introduce and enforce proper legislation on hygiene and sanitary conditions in meat selling points.
- The value of the Yemen contribution is:
- an estimated amount of YR 28.000.000,-, being the entire revenues of the project during the period of this arrangement;
 - the costs of counterparts, estimated at YR 200.000,-;
 - additional capital funds, as required, if the Yemen Government wants a more rapid expansion of slaughterhouse activities than the surplus funds allow.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned, by the Netherlands Team Leader.
2. The Yemen Party shall appoint the Ministry of Municipalities and Housing as the Executive Authority in charge of the implementation of the Project.

Article V

The Project Management

1. The Project management, consisting of the Teamleader mentioned in Article IV, paragraph 1 of this Arrangement, and the Co-manager appointed by the Yemen Executive Authority, shall be

jointly responsible to the Yemen Executive Authority for the implementation of the Project.

2. The Teamleader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

3. The Yemen Executive Authority shall provide the Project management with any information that may be considered necessary for the efficient execution of operations within the framework of the Project.

4. The Project management will be responsible for the day-to-day conduct of business along agreed policy lines:

In particular:

– money generated by the Project will be retained within the Project and day-to-day expenditures will be under control of members of executive management within the authorized limits assigned to them;

– recruitment, salary scales and disciplinary action for personnel.

The accounts of the Project will be kept in a proper manner and will be subject to annual inspection by independent auditors.

Article VI

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate on its own responsibility the duties in connection with the Project partly or entirely to other authorities or organizations. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by common consent a Plan of Operations, stating in detail the itemized budget of the contribution of the Netherlands Party; the time schedule, itemized per expert, of management services; the details of the contribution of the Yemen Party.

2. The Plan of Operations shall form an integral part of this Administrative Arrangement.

3. The Plan of Operations may be amended by common consent between the Executive Authorities.

Article VIII

Personnel

The personnel made available by the Netherlands Party shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the equipment and materials provided by the Netherlands Party.

2. All buildings, equipment and supplies provided by the Netherlands Party for the Project shall become the property of the Yemen Party upon delivery by the contractor, or the taking in use, or the taking in store as soon as they are no longer used solely by the foreign experts and not later than at the end of the Project.

Article X

Reporting

The Project management shall submit to both Executive Authorities a quarterly report in the English language on the progress made in the execution of the project. On termination of the Project the Project management shall submit to all parties involved a final report in the English language on all aspects of the work done in connection with the Project.

Article XI

Review

After termination of the Project the Executive Authorities shall evaluate the result of the Project.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultation between the two Parties shall be referred to the respective Governments.

Article XIII

Entry into Force and Duration

1. This Administrative Arrangement shall enter into force, with retroactive effect to 1 April 1985 on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4 of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations, whichever date is the later.

2. Upon the entry into force of this Arrangement, the previous Arrangement concerning phase II of the Project, signed on 29 July 1984 at Sana'a will be considered as expired.

DONE at Sana'a on 25/1/1986 in two originals in the English language.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS

The Minister of Municipalities and Housing of the Yemen Arab Republic:

(sd.) AHMED MUHAMMED LUQMAN

Het administratief akkoord is op 25 januari 1986 in werking getreden, met terugwerkende kracht vanaf 1 april 1985.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 13 februari 1986 te Sana'a tussen de bevoegde autoriteiten een administratief akkoord tot stand gekomen inzake de tweede verlenging van het Project betreffende het Centrum voor de productie van pootaardappelen. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. A. J. A. J. M. G. Hennekens, Chargé d'Affaires a.i. of the Netherlands in the Yemen Arab Republic

and

Dr. Hussein Abdullah Al-Amri, the Yemen Minister of Agriculture, being the Competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party".

Having regard to the provisions of Article I of the Agreement on Technical Co-operation between the Kingdom of the Netherlands and the Yemen Arab Republic signed at The Hague on 3 October 1978, hereinafter referred to as "the Agreement".

Considering that they have concluded two Administrative Arrangements concerning the implementation of a project named "Seed Potato Production Centre" signed at Sana'a on 16 January 1982 and 9 May 1985 and having decided to continue their co-operation by extending once more the abovementioned project for the years 1986 and 1987.

Have entered into the following Administrative Arrangement.

Article I

The Project

1. The two Parties shall jointly carry out a project, entitled "Seed Potato Production Centre", hereinafter referred to as "the Project".
2. The aim of the Project shall be the improvement of the production of high quality certified potato seed.
3. The aim will be achieved by:
 - A. – Production of certified seed through local farmers
 - Construction of a new coldstore
 - Implementation of a seed distribution policy aiming at saturating the demand, if required through additional imports of seed potatoes.
 - B. Survey of the national potato production, marketing and usage
 - Preparation and implementation of extension messages
 - Introduction of tractor mounted agricultural equipment, supply of compound fertilizers.

Article II

The Contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:
 - to supply qualified personnel for an assignment in Yemen and to bear all expenses incurred by the personnel and their families

- to provide cooling and handling equipment for the newly to be constructed coldstore

- to provide agricultural equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in Yemen

- to provide fertilizers for distribution to (potato) farmers

- to provide fellowships for Yemen staff to be trained outside the Yemen Arab Republic

- to provide, if necessary, technical support from the Netherlands.

2. The value of the technical assistance contribution by the Netherlands Party shall not exceed 5,200,000.- Netherlands Guilders for the years 1986 and 1987.

Article III

The Contribution of the Yemen Party

As its contribution to the Project the Yemen Party undertakes:

- to provide the Netherlands personnel with a sufficient number of qualified counterparts, skilled and unskilled assistants and bear the cost of their salaries, allowances, emoluments and other rights and bear the cost of transport to and from the project site

- to bear the cost of transporting and insuring the equipment provided by the Netherlands Party from the port of arrival in Yemen to its final destination

- to provide funds for transport of Project personnel

- to bear the cost of fuel, maintenance, insurance and repairs of equipment and materials supplies by either Party

- in general to take all measures which will facilitate the co-operation between the Parties

- to provide funds for the construction of the newly to be erected coldstore

- to provide funds for replacements of investments and additional investments in agricultural machineries

- to guarantee operational deficits of the Project

- to provide funds for the purchase of basic seeds.

2. The value of the contribution of the Yemen Party shall not exceed 6,000,000 Yemen Rials.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Department Asia and Multilateral Financial Development Matters of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned by the Project Manager, who is to be appointed from among the Netherlands personnel.

2. The Yemen Party shall appoint the Ministry of Agriculture as the Yemen Executive Authority in charge of the implementation of the Project.

Article V

The Project Management

1. The Project-management, consisting of the Project-Manager mentioned in Article IV.1 of this Arrangement, and a Co-manager appointed by the Yemen Executive Authority, will be jointly responsible to the Yemen Executive Authority for the implementation of the Project and the financial transactions regarding all funds. This includes that both the Project-Manager and the Co-manager will sign all pertinent documents.

The Project-Manager shall have first responsibility for project affairs and the task of putting high emphasis on the training of the Co-manager.

2. The Project-Manager shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution. He shall inform the Co-manager about the extent of this contribution so that the Co-manager is aware of the actual cost of running the Project.

3. The Yemen Executive Authority shall provide the Project management with any information that may be considered necessary for the efficient execution of operations within the framework of the Project.

4. All correspondence regarding important decisions and all financial documents, will be jointly signed by the Project-Manager and the Co-manager.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate on its own responsibility the duties in connection with the Project partly or entirely to other authorities or organizations. The Executive Authorities shall inform each other in writing of any such delegation and the extent of the delegation.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by common consent a Plan of Operations, stating in detail the contribution of either Party the number and duties of the personnel, their job descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available.

The Plan of Operations includes an Operations Priority Scheme, a timetable and lists of equipment and materials to be supplied by either Party as well as an itemized budget of the contribution of the Netherlands Party.

Itemized budgets of the contribution of the Yemen Party will have to be made annually, based on proposals made by the Project-management.

2. The Plan of Operations is given in the project document for the period 1985-1987, including Annex 1-9, and for us¹⁾ an integral part of this Administrative Arrangement.

3. The Plan of Operations may be amended by common consent between the Executive Authorities.

Article VIII

Personnel

The personnel made available by the Netherlands Party shall enjoy the privileges and immunities described in Articles II and III of the Agreement. They are to be selected in consultation with the Yemen Executive Authority and the Central Planning Organization.

Article IX

Equipment and Materials

1. The provisions made of Article V of the Agreement shall be applicable to the importations and exportations of the equipment, materials and seed provided by the Netherlands Party.

2. All buildings, equipments, supplies and/or funds provided by the Netherlands Party for the Project shall become the property of the Yemen Party upon termination of the Project.

¹⁾ Lees "forms" in plaats van "for us".

Article X

Reporting

The Project-management shall submit to both Executive Authorities a half-yearly report in English on the progress made in execution of the Project, taking into account existing guidelines of both executive Authorities concerned format. On the termination of the Project the Project-management shall submit to all Parties involved a final report in English on all aspects of the work done in connection with the Project.

Article XI

Review

In 1987 the Executive Authorities shall evaluate the results of the Project reached sofar.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments.

Article XIII

Entry into force and Duration

This Administrative Arrangement shall enter into force with retrospective effect on the 1st January 1986, after signature by both Parties and shall expire on 31 December 1987.

DONE at Sana'a on the 13th February 1986 in two originals in the English language.

For the Netherlands Minister for Development Co-operation:

(sd.) A. J. A. J. M. G. HENNEKENS

The Minister of Agriculture:

(sd.) H. A. AL-AMRI

Het administratief akkoord is op 13 februari 1986 in werking getreden, met terugwerkende kracht vanaf 1 januari 1986.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 25 september 1986 te Sana'a tussen de bevoegde autoriteiten een administratief akkoord tot stand gekomen inzake de tweede phase van het Project voor grasland- en vee­teeltverbetering. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as the "Netherlands Party", represented in this matter by Mr. J. J. de Roos, Charge d'Affaires a.i. of the Kingdom of the Netherlands in the Yemen Arab Republic,

and

the Yemen Minister for Agriculture and Fisheries of the Yemen Arab Republic, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as the "Yemen Party" represented in this matter by H. E. the Minister for Agriculture and Fisheries, Dr. H. A. Al Amri,

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Yemen Arab Republic, signed at The Hague on October 3, 1978, hereinafter referred to as the "Agreement",

Have entered into the following Administrative Arrangement;

Article I

The Project

1. The two Parties shall jointly carry out the second phase of a project which is described in detail in the project document, entitled "Range and Livestock Improvement Project", hereinafter referred to as the "Project".

2. The objectives of the Project are:

2.1. short term objectives as agreed during the joint evaluation of the Project: institution building, research, training and extension.

2.2. long term objectives: increased livestock production and lasting improvement of the natural ranges through systems that can be applied at village level, for ultimate income and wellbeing improvement.

2.3. institution building: development within the national agricultural research organization of a sustainable unit for rangeland and range livestock research.

2.4. research: implementation of carefully selected research programmes of:

- rangeland management and ecology
- forage production
- feeding systems for range livestock
- livestock production systems.
- fuelwood and energy production.

2.5. training:

provision of overseas university training and shorter courses for Yemeni personnel.

2.6. extension:

development of an exchange of information-system between villagers and the project, and appropriate media to bring extension messages to farm families.

3. The aforesaid cooperation between the two Parties is planned to continue for 3 years.

Article II

The Contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:

- to supply qualified personnel for an assignment in the Yemen Arab Republic and to bear all expenses incurred by the personnel and their families
- to provide capital expenditures such as buildings, machinery, vehicles, equipment and furniture
- to bear a part of the operating costs of the Project
- to provide training facilities
- to provide technical backstopping.

2. The value of the contribution by the Netherlands Party shall not exceed Dfl. 8.200.000,-. The remaining funds of the previous project phase not yet included and to be carried over to this project phase.

Article III

The Contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:

- to provide a sufficient number of qualified counterparts, to bear the cost of their salaries, allowances, emoluments and other rights and to provide housing for them.
- to provide adequate support staff (technicians and labourers).
- to bear a part of the operating costs of the Project and capital expenditures on infrastructures.

– to provide land, buildings and facilities required by the Project and to bear the cost of land rent.

– in general to take all measures which will facilitate the cooperation between the Parties.

2. The value of the contribution by the Yemen Party shall not exceed the equivalent of YR 8.100.000,-.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in the Yemen Arab Republic as far as the daily operations under the Project are concerned by the Project Manager.

2. The Yemen Party shall appoint the Agricultural Research Authority as the Yemen Executive Authority in charge of the implementation of the Project. The Agricultural Research Authority shall for the daily operations appoint a qualified co-manager.

Article V

The Project Manager

1. The Project Manager shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

2. The Yemen Executive Authority shall provide the Project Manager with a counterpart/co-manager of adequate qualification and seniority.

3. The Yemen Executive Authority shall provide the Project Manager with any information that may be considered necessary for the efficient execution of operations within the framework of the Project.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate on its own responsibility the duties in connection with the Project partly or entirely to other authorities or organizations. The Executive Authorities shall inform each other in writing of any such delegation and the extent of the delegation.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by common consent a Plan of Operations, stating in detail:
 - the contribution of both Parties
 - the number and duties of personnel
 - personnel's job descriptions
 - duration of assignment and location
 - description of the equipment and materials to be made available
 - a work program, time table with bar chart and an itemized budget of either Parties' contribution.
2. The Plan of Operations shall form an integral part of the Administrative Arrangement.
3. The Plan of Operations may be amended by common agreement between the Executive Authorities.

Article VIII

Personnel

The Personnel made available by the Netherlands Party shall enjoy the privileges and immunities described in Article II and III of the Agreement. Their appointment will be subject to approval by the Yemen Executive Authority and the Central Planning Organization.

Article IX

Equipment and Materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the equipment and materials provided by the Netherlands Party.
2. All buildings, equipment, supplies and/or funds provided by the Netherlands Party for the Project shall become the property of the Yemen Party upon termination of the Project.

Article X

Reporting

Both Y.A.R. Project Manager and his Netherlands counterpart shall jointly submit to both Executive Authorities quarterly reports in English on the progress made in the execution of the Project. On the termination of the Project they shall submit to all parties involved

a final report in English on all aspects of the work done in connection with the Project.

Article XI

Review

18 months after the starting of the Project the Executive Authorities shall jointly evaluate the results of the Project reached so far.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force, (with retro-active effect) April 1, 1986,¹⁾ on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 3 of this Arrangement or on the date on which the Project will be completed in conformity with the provisions of this Arrangement and of the Plan of Operations, whichever date is the later.

DONE at Sana'a on 25 September 1986 in two originals in English.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS

J. J. de Roos

The Minister of Agriculture and Fisheries of the Yemen Arab Republic:

(sd.) H. A. AL AMRI

Dr. Hussein Abdullah al Amri

¹⁾ Lees: (with retro-active effect from April 1, 1986).

Het administratief akkoord is op 25 september 1986 in werking getreden, met terugwerkende kracht vanaf 1 april 1986.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 25 september 1986 te Sana'a tussen de bevoegde autoriteiten een administratief akkoord tot stand gekomen inzake geneeskundige diensten voor pluimvee in Sana'a. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Charge d'Affaires of the Netherlands in the Yemen Arab Republic, Mr. J. J. de Roos

and

the Yemen Minister for Agriculture and Fisheries, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party", represented in this matter by His Excellency the Minister of Agriculture and Fisheries, Dr. H. A. Al Amri,

Having decided to co-operate in the Project "Poultry Veterinary Service Sana'a",

Having regard to the provisions of Article I of the Agreement concerning Technical Co-operation between the Kingdom of the Netherlands and the Yemen Arab Republic signed at The Hague on 3 October 1978, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as "Poultry Veterinary Services Sana'a", hereinafter referred to as "the Project".

2. The aim of the Project is:

- Increase local production of animal proteins
- Veterinary services for poultry.

3. The aforesaid cooperation between the two Parties is planned to last 2 years.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project;

- provide a poultry veterinarian and a senior laboratory technician
- provide treatment materials
- back up with necessary backstopping
- provide followships.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 1.100.000,-.

Article III

The Yemen Contribution

1. The Yemen Party shall make the following contributions to the Project:

- provide a laboratory building
- provide equipment
- provide the running costs.

2. The value of the Yemen contributions is estimated at YR 2.300.000,-.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

2. The Yemen Party shall appoint the Veterinary Services of the Ministry of Agriculture and Fisheries as the Yemen Executive Authority in charge of the implementation of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Yemen as far as the day to day operations of the Project are concerned, by the Netherlands Team-leader.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate under its own responsibility, partly or entirely

its duties in connection with the Project to a third party. The Executive Authorities shall inform each other in writing of any such delegation and the extent of the delegation.

Article VI

The Project Management

The Netherlands Team-leader and his Yemeni counterpart shall be responsible to respectively the Netherlands and Yemeni Executive Authorities for the proper implementation of both Parties' contributions to the Project. The Netherlands Team-leader shall act in close consultation with the Yemen Executive Authority and respect the operational instructions given by the said authority to the Yemen personnel. The Yemen Executive Authority shall provide the Team-leader with any information that may be considered necessary for the execution of the Project.

Article VII

Project Document

1. The Executive Authorities shall establish by common consent a Project Document indicating in detail the contribution of either Party, the number of Netherlands staff members and their job-descriptions, the duration of their stay on the Project and a description of the equipment and materials to be made available.

The Project Document shall include a budget concerning each item of the contribution of either Party, a time-table and lists of equipment and materials to be supplied by either Party.

2. The Project Document shall form an integral part of this Administrative Arrangement.

3. The Project Document may be amended by the Executive Authorities in common agreement.

Article VIII

Status of the Netherlands Staff

The Netherlands staff to this Project shall enjoy the privileges and immunities, mentioned in the Articles II and III of the Agreement.

Article IX

Status of the Netherlands Equipment and Materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

Article X

Reporting

The Netherlands Team-leader shall submit quarterly reports in the English language on the progress made on the execution of the Project to both Executive Authorities. At the termination of the Project the Team-leader shall submit to all parties concerned a final report in the English language on all aspects of the work done in connection with the Project.

Article XI

Evaluation

The Executive Authorities shall have the Project evaluated within 1 year after the entry into force of this Administrative Arrangement.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled in consultation between both Parties shall be referred to the respective Governments in a way to be decided upon by the latter.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article 1, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Project Document, whichever date is the later.

DONE at Sana'a on the 25th day of September 1986 on two originals in the English language.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS

J. J. de Roos

The Minister of Agriculture and Fisheries:

(sd.) H. A. AL AMRI

Dr. Hussein Abdullah al Amri

Het administratief akkoord is op 25 september 1986 in werking getreden.

Bij brieven van 18 april 1986 zijn het op 15 december 1984 te Sana'a tot stand gekomen administratief akkoord inzake een project betreffende steun aan de Jemenitische vrouwenorganisatie, het op 12 maart 1985 te Sana'a tot stand gekomen administratief akkoord inzake een project betreffende de Afdeling gezondheidsverbetering in Hodeidah, het op 19 mei 1985 tot stand gekomen administratief akkoord inzake een Centrum voor de productie van poot aardappelen, het op 12 september 1985 te Sana'a tot stand gekomen administratief akkoord inzake een project voor de wederopbouw van de streek Jabal Ash Sharq, het op 21 september 1983 te Sana'a tot stand gekomen administratief akkoord inzake een project betreffende steunverlening aan het Ministerie van watervoorziening van het platteland, phase II en het op 26 oktober 1985 te Sana'a tot stand gekomen administratief akkoord inzake de tweede verlenging van het project voor de geïntegreerde plattelandsontwikkeling in het district Rada (teksten in rubriek J van *Trb.* 1986, 4) medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De hierboven afgedrukte administratieve akkoorden behoeven ingevolge additioneel artikel XXI, eerste lid, onder b, van de Grondwet, juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal.

Uitgegeven de negentiende januari 1987.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK